Terms and Conditions of Rental Bike Service

When using a bicycle in Japan, please obey "Five Rules for Bicycle Safety".

1.In principle,bicycles must be used on the road,not on the sidewalk.
2.Ride on the left-hand side of the road.(Riding on the right-hand side of the road is prohibited)
3.Give way to pedestrians when riding on the sidewalk by riding slowly on the side closest to the road.
4.Obey safety rules.

→ Do not ride a bicycle while under the influence of alcohol.

→ Do not carry a second person on a bicycle.

→ Do not ride parallel to another bicycle.

→ Turn on a headlight at night.

→ Obey traffic signals. Stop at an intersection. Confirm safety at an intersection.

5.Wearing a helmet is recommended.
(Helmets are required for children 13 years old or younger)

Chapter 1 General Provisions

Article 1. Definitions

The terms used in these Terms and Conditions of Rental Bike Service (these "Terms and Conditions") will have the following meaning:

Bicycle Sharing System	System used by a Member (as defined below) to rent and return a Bicycles (as defined below) from and to the Cycle Ports (as defined below) during operating hours.
Member	A individulal who has entered into a Membership Agreement with DBS concerning the Bicycle Sharing System in accordance with Article 3.
Bicycle	A bicycle provided by DBS for renting to the Members.
Cycle Port	A set of bicycle docks used for the rental,return,and storage of Bicycles.
Operation Panel	Control key device mounted on a Bicycle.
Call Center	Center that maintains and manages the Bicycles and the Cycle Ports, and deals with Members.

Article 2. Application of Terms and Conditions

1. DOCOMO BIKESHARE, INC. (“DBS”) will enter into an agreement with an

individual who wishes to use the Bicycle Sharing System pursuant to these Terms and Conditions in relation to "DBS Community Cycle Service" (“Service”) operated by DBS (“Membership Agreement”), and will provide a bicycle rental service to the Member during the term of the Membership Agreement. Any other matters not set forth in these Terms and Conditions will be determined by applicable laws and general customary practices.

2. DBS may prepare a user manual for the Service ("User Manual"). In such case, the User Manual will prevail if there is any discrepancy between these Terms and Conditions and the User Manual.
3. These Terms and Conditions shall apply to all Members.

Chapter 2 Membership Agreement

Article 3. Conclusion of Membership Agreement

1. After first agreeing to these Terms and Conditions, an individual who wishes to use the Bicycle Sharing System will apply for a Membership Agreement according to the method designated by DBS. An applicant who is a minor must obtain the consent of his/her parents or guardian before applying for.
2. A Membership Agreement will become effective when DBS approves the application of the individual who wishes to use the Bicycle Sharing System as described in Section 3.1 above.
3. DBS may refuse to conclude a Membership Agreement with an applicant, if the applicant:
   (1) is less than 145 cm tall;
   (2) is deemed by DBS to be a person who has physical difficulty to ride the Bicycle;
   (3) has been delinquent in the payment of past rental charges;
   (4) is believed to be a member of a gang, has an affiliation with a gang, or belongs to an antisocial force;
   (5) is under 13 years of age and refuses to wear a helmet;
   (6) disagrees to these Terms and Conditions; or
   (7) is deemed by DBS to be a person who is unsuitable.
4. Only Members may use the Bicycles.

Article 4. Conditions of Use

1. The Member will select a contract type and method of payment offered by DBS upon exectution of the Membership Agreement.
2. The Member will pay the charges set forth in Chapter 5 in accordance with the selected contract type and method of payment as described in Section 4.1 above.

Article 5. Change in Recorded Information

1. If there is any change in a Member’s personal information, contract type or method of payment selected by the Member, etc. provided by the Member to DBS at the time of application for a Membership Agreement, the Member will immediately inform DBS of the details of such change and obtain DBS’s approval.
2. DBS may refuse to approve a change described in Section 5.1 above or may terminate the Membership Agreement if DBS deems that the nature of the said change notified in accordance with Section 5.1 above will hinder DBS from providing the Service.

Article 6. Cancellation of Membership Agreement

DBS may, without giving the notice to the Member, temporarily suspend the Member's use of the Service or may cancel the Membership Agreement upon the occurrence of any of the following:

(1) the Member has breached these Terms and Conditions or any other agreement entered into between DBS and the Member;
(2) the Member has caused a traffic accident during use of a Bicycle;
(3) the Member is delinquent in payment of the charges described in Chapter 5 or the payment of any other charges under these Terms and Conditions even once;
(4) the Member falls under Section 3.4 above;or
(5) In addition to the foregoing, DBS is unable to make contact with the Member; the Member has provided false information when joining the Bicycle Sharing System; or for any other reason DBS deems the Member's continuation of use of the Bicycle Sharing System is inappropriate.

Article 7. Discontinuation of Service

1. DBS may unilaterally discontinue the provision of the Service when DBS deems its continuation to be difficult due to the inability to provide Bicycles or the Bicycle Sharing System in whole or in part, or due to any other reason.
2. In the case of Section 7.1, DBS will give notice to the Members and will terminate the Membership Agreements. The Members will not be required to pay the Basic Charges (as dedined Section 21 below) from the day on which the Membership Agreements are terminated.

Article 8. Midterm Cancellation

A Member may terminate the Membership Agreement upon receiving the approval of DBS. In such case, the Member will pay the Basic Charges up until the day of cancellation of the Membership Agreement.

Article 9. Term of Membership Agreement

The Membership Agreement will be effective from the date of the conclusion of the Membership Agreement and will continue until the end of the Service. However, if the term of a Membership Agreement is stipulated in an applicable Membership Agreement, such term of the Membership Agreement shall, notwithstanding the foregoing, apply.

Article 10.Term of Service

DBS will make public on the website designated by DBS the duration of the period it intends to provide the Service. DBS may without prior notice amend the said duration due to weather or other reason that may affect operation.

Article 11. Temporary Suspension and Recommencement

If DBS deems it difficult to provide a safe service due to a natural phenomenon, local event or other reason, DBS may temporarily suspend the Service in whole or in part upon notifying Members according to a method DBS considers appropriate including but not limited to the website designated by DBS. DBS will do the same when it recommences the Service after the reason for suspension ceases to exist. DBS will not refund any charges relating to the period of suspension of the Service.

Chapter 3 Rental Procedures and Return

Article 12. Reservation and Cancellation of Reservation, etc.

1. When a Member wishes to use a Bicycle, the Member may apply to book in advance an individual rental agreement (“Individual Agreement”) for a Bicycle according to the method designated by DBS by indicating the preferred Bycicle and the Cycle Port for renting the Bicycle. After taking into consideration other existing reservations, DBS will, insofar as possible, endeavor to arrange the reservation as requested.
2. If the Member fails to take procedures to pick up the Bicycle as described in Section 13.1 below, after the lapse of the period of use designated by DBS, the Member’s reservation will be automatically canceled and theMember will agree to this cacellation.
3. If DBS is unable to provide a Bicycle for rent according to the conditions booked by the Member, DBS may unconditionally cancel the said reservation even after the reservation has been established.
4. Any Member may not make any claim against DBS regarding a reservation that has been canceled in accordance with Sections 12.2 or 12.3 above.

Article 13. Procedures for Rental of a Bicycle

1. After establishing a reservation for a Bicycle under an Individual Agreement, the Member who is to use a Bicycle will unlock the Bicycle by operating the Operation Panel according to instructions designated by DBS (“Delivery Procedure”). An Individual Agreement under which DBS lends the Member the Bicycle is effective upon completion of the Delivery Procedure.
2. Due to reasons relating to the management of the Bicycle Sharing System or other reason, DBS may decline to rent out a Bicycle to a Member.
3. Any Member may not make any claim against DBS regarding its refusal to rent out a Bicycle in accordance with the preceding Section 13.2 above.

Article 14. Procedure for Returning a Bicycle

1. The procedure for the return of a Bicycle is completed when the Member manually locks the Bicycle and gives notification of its return by using the Operation Panel by the method designated by DBS (“Storing Procedure”). With the completion of the Storing Procedure, the Individual Agreement will be terminated.
2. Before returning the Bicycle, the Member will make sure the Member has not left behind any belongings on the Bicycle. DBS will assume no responsibility for belongings, etc. left behind by a Member.
3. When a Member is unable to proceed with the Storing Procedure describde in Section 14.1 above due to the lack of availability of a Cycle Port where the Bicycle can be stored, the Member will undertake the storing of the Bicycle by moving it to an another Cycle Port where storing the Bycycle is possible.
4. When there is an emergency and the Member is unable to move the Bicycle to an another Cycle Port, the Member will contact the Call Center and follow the Call Center's instructions.
5. If a Member fails to contact the Call Center as described in the preceding Section, or if the Member fails to follow instructions given by the Call Center and leaves the Bicycle outside the Cycle Port, the Storing Procedure will be considered incomplete.

Article 15. Cancellation of Individual Agreement

1. When any of the following events occurs, DBS may terminate the Individual Agreement and may request the Member return the Bicycle to a Cycle Port:
   (1) the rental of the Bicycle cannot be continued during the rental period due to the inoperability of the Bicycle or a problem in the Bicycle Sharing System, or other reason
   (2) there has been a breach of these Terms and Conditions, the Individual Agreement or other agreement between DBS and the Member during the rental period.

Chapter 4 Procedures for Bicycle Accidents, Etc.

Article 16. Procedures When There is An Accident

1. If an accident involving the Bicycle occurs during the rental period of a Bicycle, the Member will take appropriate measures under the applicable laws and will deal with the matter as follows, irrespective of the scale of the said accident:
   (1) Immediately contact the competent police station and the Call Center regarding details of the accident;
   (2) Immediately submit documentation and/or evidence concerning the accident required by DBS and the insurance company designated by DBS ; and
   (3) Obtain DBS's approval before entering into a settlement or agreement with a third party regarding the said accident.
2. In addition to the procedures described in Section 16.1 above, the Member will make every effort to settle and resolve any accident at the Member's own responsibility and expense.

Article 17. Procedures for Accident and Theft, etc.

1. When a Member discovers a defect or a malfunction in the Bicycle or the Cycle Port during the rental period, the Member will immediately cease the use of the Bicycle and will contact the Call Center and follow Call Center's instructions of that office.
2. When a Member discovers that the Bicycle has been stolen during the rental period, the Member will immediately contact both the competent police station and the Call Center regarding the circumstances of the theft and will follow the Call Center's instructions. The Member will also pay an amount designated by DBS as the amount of the personal liability for the theft of the Bicycle.

Article 18. Procedures When a Battery Goes Flat

If the battery of a Bicycle runs out or is likely to run out during the rental period of the Bicycle, the Member will immediately contact the Call Center concerning the condition of the battery and will then return the Bicycle to the nearest Cycle Port and take other necessary procedures according to the instructions of the Call Center.

Article 19. Compensation

1. Under an executed Individual Agreement, DBS will provide various types of casualty insurance coverage according to conditions set forth below for the rental period, and will provide compensation to the limit set forth below for liability in damages for which the Member is liable as described in Article 32.
   (1) Death and residual disability: 10 million yen, hospital cover per day/ inpatient: 5,000 yen, per day/ outpatient: 2,500 yen.

However, hospitalization for an inpatient is covered for no more than 180 days from the date of the accident, and for an outpatient no more than 90 days altogether no later than 180 days from the date of the accident.
*The indemnity period applies only to while the Member is riding a Bicycle. Compensation covers damages due to sudden or random external accidents not attributable to the Member.

(2) Indemnity liability: 100 million yen per person, 500 million yen per accident, 50 million yen for property. The indemnity period applies only to while the Member is riding a Bicycle. Compensation covers legal indemnity liability for physical injury or damage to property to a third party resulting from the use of a Bicycle by a Member.

2. The Member will be liable for damages that exceed compensation limits described in Section 19.1 above.
3. The Member will accept without objection the possibility that the Member may not receive compensation through casualty insurance or DBS's compensation system due to any loss arising from an accident not reported to the competent police station or the Call Center, or due to a mishap arising from the Member's breach of these Terms and conditions.
4. In addition to Section 19.3 above, in some cases compensation as described in Section 19.1 above may not apply due to insurance terms and conditions, etc., when disclaimers (when insurance payment is not made) apply to terms and conditions of various types of casualty insurance.
5. The information provided on the various types of insurance presented in this Article 19 is merely a general overview of the said types of insurance. Members should address all inquiries concerning details of insurance terms and conditions and procedures for making an insurance claim to the following call center:

Call Center
DBS Call Center
Telephone: 0120-89-3196 (toll-free number, 24-hours a day)

Chapter 5 Charges

Article 20. Charges

1. The charges the Members will pay to DBS for the use of the Bicycles will be the registration fees, Basic Charges, Extra Charges and Other Charges.
2. DBS will clearly indicate the respective amounts of the charges and the bases of their calculation by making details public on the website designated by DBS. When DBS intends to change any of charges stated above, DBS will do so by announcing the changed charges on the website designated by DBS one (1) week before they become effective.

Article 21. Basic Charges

The "Basic Charges" mean the basic charges a Member pays based on the contract type the Member chooses described in Section 4.1 above, or the amended contract type described in Section 5.1 above, and correspond to the period of time services are received as stipulated in the contract type, such as month, day or hours, etc.

Article 22 Extra Charges

1. The "Extra Charges" mean the charges a Member pays when the Member

uses the Bicycle beyond the initial period of use stipulated in each contract type ("Initial Period").

2. Extra Charges are charged for the period starting from the time after the Initial Period expires and ending until completion of the Storing Procedure set forth in Article 14.

Article 23. Other Charges

The "Other Charges" mean any other charges other than the Basic Charges and Extra Charges which will be charged for paid services DBS provides and the Member elects to subscribe to.

Article 24. Payment of Charges

1. A Member will pay to DBS the total amount of charges relating to the month in which services were provided by DBS by the payment due date designated by DBS in the following month by the method the Member selected in accordance with Section 4.1 above or amended in accordance with Section 5.1 above.
2. If DBS is unable to receive payment from a Member according to the method stated in the preceding Section, DBS may seek to receive payment by another method of settlement designated by DBS.

Chapter 6 Liability

Article 25. Periodic Maintenance Checks

DBS will undertake periodic maintenance checks of the Bicycles and Cycle Ports according to standards established by DBS.

Article 26. Checking Prior to Use

1. To ensure that a Bicycle is in order and can be safely ridden, each time a Member rents a Bicycle, the Member will make sure the brakes work, the handlebars turn, the air pressure in the tires is adequate, the bell rings, the Operation Panel works,and the battery is sufficiently charged.
2. When a Member discovers that a Bicycle is faulty, fixtures are missing or maintenance has been inadequate, the Member will immediately report the matter to the Call Center and cease use of the Bicycle.
3. If the Member persists in the use of a Bicycle without reporting an existing problem as described in Section 26.2 above, DBS will deem that there were no problems with the Bicycle such as defects, missing fixtures or poor maintenance at the time the Member received the Bicycle.

Article 27. Duty of Care

1. The Member is responsible for exercising due care in the use and storage of the Bicycle.
2. The Member’s responsibility to exercise due care will begin when the Delivery Procedure is complete and will end when the Storing Procedure is complete in accordance with the Individual Agreement.

Article 28. Prohibited Activities

A Member will not engage in any of the following activities while the Member is renting a Bicycle:

(1) Allow another person to use the Bicycle;

(2) Engage in dangerous behavior such as reckless driving or driving under

the influence of alcohol;
(3) Use a Bicycle without observing traffic rules;
(4) Use the Bicycle in public parks, etc. where riding is forbidden, in hazardous places or where riding is inappropriate;
(5) Engage in activities that may obstruct the passage of pedestrians;
(6) Enhance or modify the structure or fittings of the Bicycle;
(7) Park in an area where the parking of bicycles, etc. is prohibited under local regulations, park on private property without permission, or park in a place that may obstruct passage;
(8) Persist in riding the Bicycle when it breaks down in the course of riding;
(9) Use the Bicycle for various tests, competitions, or hauling or pushing objects;
(10) (In the case of a Member less than 13 years old) Ride the Bicycle without wearing a helmet; and
(11) Engage in any other activity that violates the laws or regulations or public order.

Article 29. Procedures for Unattended Bicycles

1. When a Member has parked a Bicycle in a place where parking is prohibited as described in Section 28 (7) above(“Abandoned Bicycle”), the Member will be responsible for compensating DBS for any and all losses caused to DBS including any costs for the removal and storage, etc. of the Abandoned Bicycle, applicable charges until the return of the Bicycle.
2. If the municipal government or police, etc. contacts DBS regarding an Abandoned Bicycle, DBS will contact the Member and request that the Member promptly move the Bicycle to the place designated by DBS and as an offender the Member will comply with measures under the law.
3. When DBS has paid costs described in Section 29.1 above for which the Member is liable, the Member will promptly pay these to DBS.

Article 30. Obligation to Return Bicycles

A Member will return a Bicycle in the same state in which it was received when it was provided to the Member for rental, excluding wear and tear through ordinary use. If the Bicycle including fixtures is damaged, lost, or stolen in part or in whole due to a reason attributable to the Member, the Member will be responsible for any and all expenses required to restore the Bicycle to its original state including the repair or repurchase thereof.

Article 31. Procedures for Unreturned Bicycles

1. If a Member fails to return a Bicycle within the operating hours stipulated in the applicable contract type or fails to comply with DBS’s request to return a Bicycle or is late in settling payment, or if DBS deems the Member has absconded with the Bicycle when the said Bicycle is not returned and the Member’s whereabouts are not known, DBS may terminate the Membership Agreement and may take legal actions including lodging a criminal complaint against the Member.
2. If circumstances described in Section 31.1 above apply to a Member, the Member will be held responsible for applicable charges of the Bicycle until its return, costs required to search for and recover the Bicycle, and any other damages incurred by DBS.
3. If due to a natural disaster or any other unavoidable occurrence the Bicycle is not returned by the Member by the end of operating hours of the Cycle Port,

the Member will not be held responsible for any losses arising as a result. In such case, the Member will immediately contact the Call Center and follow the office's instructions accordingly.

Article 32. Liability

In addition to provisions in these Terms and Conditions, if in the course of using a Bicycle a Member causes damages to a third party or to DBS, the Member will be responsible for compensation for such damages. However, this will not apply when the said damages are not attributable to the Member

Chapter 7 Disclaimer

Article 33. Disclaimer

A Member may not for any reason seek compensation from DBS in excess of the amount DBS receives from the said Member as payment for use for a Bicycle even when a Member sustains damages from use of or inability to use the Bicycle except in cases where such damages caused by willful misconduct or gross negligence of DBS.

Chapter 8 Personal Information

Article 34. Use of Personal Information

1. DBS will use only within the scope of the purposes described below the Member's personal information it obtains from the application or Membership Agreement under these Terms ans Conditions, amendments to a Member's registered information, GPS information recorded on the Bicycle concerning locations and routes traveled, or information collected when conducting other business.

   Purposes of use

   1) For making appropriate decisions and responding appropriately to applications from applicants and when granting approval to such applications by DBS in the Service.
   2) For making appropriate decisions and responding appropriately when making contact with Members and confirming Members' identity as required in the management of the Bicycle Sharing System in the management of Service.
   3) For invoicing charges related to the use of a Bicycle.
   4) For the appropriate management of Membership Agreements and Individual Agreements. For handling inquiries and for the appropriate management required by applicable laws after the expiration or termination of said agreements.
   5) For introducing services, products events and campaigns handled by DBS.
   6) For drawing winners in promotional campaigns, etc., forwarding prizes to winners, and giving other notification.
   7) For marketing analyses of for planning and developing products and services and for improving customer satisfaction.
   8) For undertaking various forms of management and analyses in the preparation of statistical data required in operations and management at DBS.
   9) For the collection of information through questionnaire surveys or interviews of Members to verify results of social experiments conducted by DBS, and analyses thereof

Furthermore, DBS may use personal information of Members for research, marketing, and other business purposes of DBS, or may provide it to a third party after its conversion to statistical information or other form whereby specific individuals cannot be identified.

2. If DBS subcontracts the management of the Cycling Sharing System to a third party (all administrative business including computer administration, settlement of payments, customer management, inquiries from customers and the handling of customers, etc.), and any work related to the Service, DBS may provide personal information of Members obtained in accordance with Section 34.1 to the said party after establishing procedures for the protection of personal information of Members.
3. A Member may ask DBS to disclose the personal information DBS holds regarding that Member. If the personal information DBS holds is inaccurate or incorrect, DBS will correct or delete the said information accordingly. The following call centers will handle requests concerning the disclosure, correction and deletion, etc. of personal information, requests to cancel the use and provision of personal information, and opinions or other matters regarding the use of personal information.

   Call Center
   DBS Call Center
   Telephone: 0120-89-3196 (toll-free number, 24-hours a day)

Chapter 9 Miscellaneous

Article 35. Amendment of Terms and Conditions

If DBS amends these Terms and Conditions, it will give notification thereof by posting a notice on the website designated by DBS. DBS may amend these Terms and Conditions without prior notification to the Members.

Article 36. Notification to Members, etc.

DBS will send notices and communicate with the Members via the mobile telephone or email address Members register in the Membership Agreement. DBS will consider any notice or communication to have been effected at the time it forwards the said notice or communication via a Member’s registered mobile phone or email address. Any disadvantage arising from failure of a notice or communication to reach a Member will be borne by the Member.

Article 37. Late Payment

When a Member is delinquent in executing monetary obligations under these Terms and Conditions, the Membership Agreement or the Individual Agreement, the Member will pay late payment charges to DBS at an annual rate of 14.6% on a pro rata basis (calculated daily with one year being equal to 365 days).

Article 38. Governing Law and Court of Jurisdiction

1. This Terms and Conditions, the Membership Agreement and the Individual Agreement shall be governed by and construed in accordance with the laws of Japan without regard to the principles of its conflict of laws.
2. Both DBS and the Member agree that the Tokyo District Court will be the exclusive court of jurisdiction in the first instance in any dispute concerning rights and obligations under these Terms and Conditions, the Membership Agreement or the Individual Agreement.

Attachment 1

Contact Information

DBS Call Center
Telephone: 0120-89-3196 (toll-free number, 24-hours a day)